

JACKSON COLEMAN IRREVOCABLE FAMILY TRUST
DOCUMENT OF TRUST

This Trust Agreement made this 1st day of September, 1998 by and between Leatha A. Jackson and Neatha B. Coleman of Southaven, Mississippi, hereinafter called the Grantors, and Linda Ann Jackson of Southaven, Mississippi, hereinafter called the Trustee.

WITNESSETH:

That the Grantor has this day delivered to the Trustee the property described in Schedule A attached hereto, and the Trustee agrees to hold, administer and distribute all of the aforesaid assets (together with all additions thereto and all reinvestment thereof) as the principal of a trust estate, in accordance with the terms and provisions hereinafter set out.

ARTICLE I

The Trustee shall hold, manage and control the property comprising the trust estate, collect the income therefrom, and distribute the net income derived therefrom and the principal thereof as follows:

- A. The Trustee shall collect the income from the property comprising the trust estate, and shall remit the net income in monthly or other convenient installments to Leatha A. Jackson and Neatha B. Coleman, in equal shares, or apply same or their benefit, so long as they shall live.
- B. In the event of the death of either Leatha A. Jackson or Neatha B. Coleman, the surviving beneficiary shall be entitled to receive the share of such net income of the deceased.
- C. In the event of the death of both Leatha A. Jackson and Neatha B. Coleman, the trust shall be terminated and the principal and undistributed net income therefrom shall be paid over to Linda Ann Jackson, in fee.

ARTICLE II

With reference to the trust estate created herein and every part thereof, the Trustee shall have the following rights and powers without limitation and in addition to powers conferred by law:

I hereby grant to my Trustee including any successor Trustee the continuing, absolute, discretionary power to deal with any property, real or personal, held in trust. Such power may be

exercised independently and without the prior or subsequent approval of any court or judicial authority, and no person dealing with the Trustee shall be required to inquire into the propriety of any of their actions. Without in any way limiting the generality of the foregoing, I hereby grant to my Trustee hereunder, the following specific powers and authority in addition to and not in substitution of powers conferred by law:

A. To compromise, settle or adjust any claim or demand by or against this trust and to agree to any rescission or modification of any contract or agreement.

B. To retain any security or other property owned by this trust, so long as such retention appears advisable, to exchange any such security or property for other securities or properties and to retain such items received in exchange.

C. To sell, exchange, assign, transfer and convey any security or property, real or personal, held in trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as it may determine.

D. To invest and reinvest in such stocks, bonds and other securities and properties as it may deem advisable including stock and unsecured obligations, warrants, commercial paper, variable interest notes, options, undivided interests, interests in investment trusts, mutual funds, legal and discretionary common trust funds, leases and property which is outside of my domicile, all without diversification as to kind or amount, without being restricted in any way by any statutory or court decision (now or hereafter existing) regulating or limiting investments by fiduciaries.

E. To register and carry any property in its own name or in the name of its nominee or to hold in unregistered, but without thereby increasing or decreasing its liability as fiduciary.

F. To sell or exercise any "rights" issued on any securities held in trust hereunder.

G. Unless inconsistent with other provisions of this instrument, to consider and treat as principal all dividends payable in stock, all dividends in liquidation and all "rights" issued on securities, and to consider and treat as income all other dividend received.

H. To charge or credit to principal any premiums and discounts on securities purchased at more or less than par.

I. To vote in person or by proxy any stock or securities held, and to grant such proxies and powers of attorney to such person or persons as it may deem proper.

J. To consent to or participate in any plan for the liquidation, reorganization,

consolidation or merger of any corporation, any security of which is held.

K. To borrow money (from itself individually or from others) upon such terms and conditions as it may determine and to mortgage and pledge trust assets as security for the repayment thereof.

L. To lease any real estate for such term or terms and upon such conditions, rentals and in such manner as it may deem advisable (with or without privilege of purchase) and any lease so made shall be valid and binding for the full term thereof even though same shall extend beyond the duration of the trust. To insure against fire or other risk. To make repairs, replacements and improvements, structural or otherwise, to any such real estate. To subdivide real estate, to dedicate same to public use and to grant easements as it may deem proper.

M. Whenever required or permitted to divide and distribute my estate or any trust created hereunder, to make such division or distribution in money or in kind or partly in money and partly in kind; and to exercise all powers herein conferred, after the termination of this trust until the same is fully distributed.

N. To employ accountants, attorneys and such agents as it may deem advisable; to pay reasonable compensation for their services and to charge same to (or apportion same between) income and principal as it may deem proper.

O. Unless inconsistent with other provisions of this instrument, to hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts or funds shall have undivided interests.

P. Wherever authorized by this instrument to accumulate or distribute income, to make such decision free from attack or question by any person, it being intended that the Trustee may feel free to make such decisions on the basis of the facts as they exist at the time any such decision is made.

Q. With respect to the trust governed by this instrument, to distribute to any one or more of its beneficiaries from the principal thereof such sums as in the sole discretion of the Trustee shall be sufficient to ensure such trust being treated under the federal income tax laws as one having no "undistributed net income" for a given taxable year, as that term is defined in the federal Internal Revenue Code, § 665, if the Trustee, in its sole discretion shall deem such treatment desirable for any reason.

R. To grant options for the purchase or sale of estate or trust assets, and to determine

conclusively the allocation of proceeds derived therefrom.

ARTICLE III

The Grantor or any other person, may at any time and from time to time, add cash, securities or other property to the principal of the trust estate herein created, with the consent of the Trustee. Any additions to the trust estate shall be held, administered and distributed as an integral part of the corpus thereof in accordance with all of the terms and provisions of this Agreement.

ARTICLE IV

For its services hereunder, the Trustee shall receive compensation in accordance with its regular schedule of fees in effect at the time such services are rendered.

As of the date of the establishment of this trust, the Trustee shall be entitled to receive from trust income, an amount not greater than three percent, 3% of such income.

ARTICLE V

This Agreement is hereby declared to be irrevocable and the Grantors shall have no right to alter or amend same in any respect or particular.

ARTICLE VI

This Agreement shall be construed and regulated in all respects by the laws of the State of Mississippi.

ARTICLE VII

The Trustee hereby accepts the trusts herein created.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first written above.

GRANTORS:

Leatha Anne Jackson
Leatha A. Jackson

Neatha B. Coleman
Neatha B. Coleman

TRUSTEE:

Linda A. Jackson
Linda A. Jackson

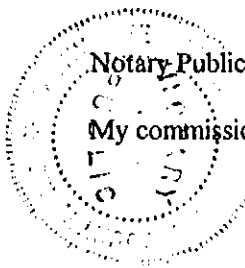
Prepared by L. Douglas Shelton CPA
1721 Kirby Parkway
Memphis, Tennessee 38120
280-4542

State of Mississippi
County of Desoto

On this 1st day of September, 1998, before me personally appeared Leatha A. Jackson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal, at office in Desoto County, Mississippi this 1st day of September, 1998.

Kathy Wallace
Notary Public



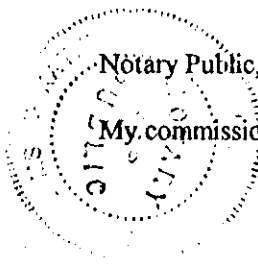
Notary Public, Desoto County, Mississippi
My commission expires 2/4/01

State of Mississippi
County of Desoto

On this 1st day of September, 1998, before me personally appeared Neatha B. Coleman to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal, at office in Desoto County, Mississippi this 1st day of September, 1998.

Kathy Wallace
Notary Public



Notary Public, Desoto County, Mississippi
My commission expires 2/4/01

JACKSON COLEMAN IRREVOCABLE FAMILY TRUST

SCHEDULE A

<u>Description of Property</u>	<u>Address</u>	<u>Valuation</u>
Lot 632, F Carriage Hills Subdivision	8236 Farmington East Southaven, MS 38671	\$ 80,000
Lot 65 - Stonehedge Subdivision	1653 Epping Forest Southaven, MS 38671	162,000
11 Acres - Tippah County, MS	Ripley, Mississippi	15,000
Commercial office building Greenbrook Commercial Park	107 Stateline Road E Southaven, MS 38671	170,000
Lot 154,A, Brook Hollow Subdivision	8096 Elmbrook Southaven, MS 38671	65,000
Lot 339,C, Brook Hollow Subdivision	62 Pepperbrook Southaven, MS 38671	65,000
Lot 2934,N, Southaven West Subdivision	1761 Newington Cove Southaven, MS 38671	65,000
Lot 1161,C, Desoto Village Subdivision	6550 Yorkshire Horn Lake, MS 38637	57,000
Lot 502,B, Desoto Village Subdivision	2945 Kent Cove Horn Lake, MS 38637	55,000
Lot 452,B, Desoto Village Subdivision	6116 Tulane Horn Lake, MS 38637	57,000
Lot 926, B, Desoto Village Subdivision	2784 Normandy Horn Lake, MS 38637	55,000
Lot 364, B, Desoto Village Subdivision	2580 Valley Brook Horn Lake, MS 38637	55,000
Lot 383, B, Desoto Village Subdivision	6285 Valley Brook Horn Lake, MS 38637	55,000
Lot 231,B, Brook Hollw Subdivision	213 Hillbrook Southaven, MS 38671	65,000
Lot 415,B, Desoto Village Subdivision	6280 Ridgewood Horn Lake, MS 38637	50,000
Lot 945, B, Desoto Village Subdivision	6700 Birchfield Horn Lake, MS 38637	50,000
Lot 363,C, Brook Hollow Subdivision	73 Hillbrook Southaven, MS 38671	65,000
Lot 209,B, Brook Hollow Subdivision	8016 Ashbrook Southaven, MS 38671	65,000

JACKSON COLEMAN IRREVOCABLE FAMILY TRUST

SCHEDULE A (continued)

<u>Description of Property</u>	<u>Address</u>	<u>Valuation</u>
Lot 277,A, Desoto Village Subdivision	2685 Meadowbrook Horn Lake, MS 38637	\$ 50,000
Lot 54,A, Desoto Village Subdivision	6860 Embassy Horn Lake, MS 38637	50,000
Lot 235,A, Desoto Village Subdivision	2800 Meadowbrook Horn Lake, MS 38637	50,000
Lot 455, Brook Hollow Subdivision	563 Cottonbrook Southaven, MS 38671	65,000
Lot 368,B, Desoto Village Subdivision	6275 Foxbriar Horn Lake, MS 38637	50,000
Lot 690,B, Desoto Village Subdivision	6485 Forest Glen Horn Lake, MS 38637	50,000
Lot 237,A, Desoto Village Subdivision	2820 Meadowbrook Horn Lake, MS 38637	50,000
Lot 1004, B, Desoto Village Subdivision	2965 Normandy Horn Lake, MS 38637	50,000
Lot 737,B, Desoto Village Subdivision	6445 Tulane Horn Lake, MS 38637	50,000
Lot 765, Southaven Subdivision	1669 Whitehead Southaven, MS 38671	65,000
72 acres Tippah County, Mississippi	Tippah County, MS	72,000
52 acres Tippah County, Mississippi	Tippah County, MS	52,000

STATE MS. - DESOTO CO.

SEP 4 2 50 PM '98

BK 78 PG 627
W.E. DAVIS CH. CLK.